

IN THE UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT OF ILLINOIS
EASTERN DIVISION

TONY KOLE, et. al.,)	
	)	Civil Case No: 1:11-cv-03871
Plaintiffs,)	
	)	Hon. Charles R. Norgle, Sr.
v.	)	U.S. District Judge
)	
VILLAGE OF NORRIDGE, et. al.,	)	Hon. Morton Denlow
	)	U.S. Magistrate Judge
Defendants.)	

PLAINTIFFS' UNOPPOSED MOTION TO ENLARGE TIME
AND FOR LEAVE TO FILE PLAINTIFF'S MEMORANDUM OF LAW IN
OPPOSITION TO DEFENDANTS' MOTION TO DISMISS AMENDED COMPLAINT

NOW COME Plaintiffs, TONY KOLE and GHOST INDUSTRIES, LLC, by and through their attorney, Walter P. Maksym, Jr., and request an extension of time and leave to file their Memorandum of Law in Opposition to Defendants' Motion to Dismiss Amended Complaint ("Plaintiffs' Memo"), stating as follows:

1. On December 1, 2011, Plaintiffs' timely filed their Response in Opposition Defendants' Motion to Dismiss ("Defendant's Motion") (Doc. 13) and Notice of Filing and Certificate of Service (Docs. 27, 28), in compliance with this Court's order of November 28, 2011. (Doc. 26)

2. On December 1, 2011, while converting Plaintiff's Memo" to the required .pdf format so it could also be uploaded to the for electronic filing to the U. S. District Court for the Northern District of Illinois - CM/ECF Electronic Document Filing System website, undersigned counsel's computer hard drive

unexpectedly crashed thereby preventing him from completing its timely filing.

3. That said unexpected computer failure resulted a loss of said then current data file Plaintiff's Memo, which though an earlier incomplete version had been regularly backed up on a weekly basis, requiring substantial additional time to recreate it and data lost due to said unexpected crash.

4. In addition to said unexpected crash and data loss that affected undersigned counsel's ability to complete and timely file Plaintiffs' Memo, it imposed the urgent need to devote extensive time and effort to have it repaired and to attempt to recover said data, which combined to cause an unexpected and debilitating disruption of his law practice.

5. By reason of the foregoing, Plaintiffs' counsel first needed to have one service provider diagnose his computer who determined the computer hard drive had failed and was damaged and then replaced it. Thereafter, he needed to obtain a reinstallation of the computer's lost operating system by its manufacturer. (See Group Exhibit "A" attached"). In addition to the need to remedy said damage and data loss he also needed to locate, have reinstalled and updated all of the software that had been previously installed or became incompatible with the updated operating system due to said repairs, including those software programs necessary in order have compatibility with the

newly installed operating system so as to begin to recreate and complete Plaintiffs' Memo for filing.

6. Further, to complicate matters, during the foregoing disruptive and time consuming breakdown, the undersigned counsel, who is a sole-practitioner and the only attorney of record for Plaintiffs and knowledgeable with respect to this matter, and other legal matters he was responsible for, had numerous other pressing professional obligations and demands relating to his practice that were also interrupted.

7. Plaintiffs' undersigned counsel has informed Defendants' counsel and chambers of the above difficulties and delay he encountered and that he intended to seek an extension of time and leave to file Plaintiffs' Memo and an Amended Notice of Filing at his earliest opportunity.

8. Plaintiffs' undersigned counsel has conferred with Defendants' counsel, Thomas G. DiCianni, who has indicated that he and his clients have no objection to this request for extension of time and leave to file and that it may be represented as unopposed, provided the time for Defendants' to file their reply to Plaintiff's Memo is similarly extended twenty-one (21) days from the new proposed filing date pursuant to the proposed Agreed Order attached hereto as Exhibit "B", that will be submitted for electronic entry to Eric_Fulbright@ilnd.uscourts.gov upon filing of this Motion

pursuant to case management procedures to be followed in cases assigned to Judge Charles R. Norgle, Sr.

9. But for the foregoing unexpected technical difficulties that were outside his control, the undersigned counsel would have timely filed Plaintiffs' Memo by the due date.

10. Plaintiffs have not opposed any of Defendants' prior requests for extension of time.

11. This Motion is timely made in good faith for purposes of necessity only, for the reasons related above, in order to obtain additional time to complete and file Plaintiffs' Memo, and not for purposes of delay.

12. Plaintiffs' counsel verifies this Motion pursuant to the Certification hereto.

WHEREFORE, Plaintiffs respectfully pray that this Court grant this Unopposed Motion, and;

A.) enter the proposed Agreed Order tendered herewith and attached as Exhibit "B" granting Plaintiffs an extension of time within which and leave to file their Memorandum of Law in Opposition to Defendants' Motion to Dismiss Amended Complaint, and an Amended Notice of Filing, on or before January 4, 2012; and extending the time within which Defendants may file their Reply thereto to January 25, 2012; and

B.) granting Plaintiffs such other further relief as this

Court may deem fair, just and proper in the premises.

Respectfully submitted,

TONY KOLE and GHOST INDUSTRIES, LLC,
Plaintiffs,

By /s/ Walter P. Maksym, Jr.
WALTER P. MAKSYM, JR., their attorney

VERIFICATION BY CERTIFICATION

The undersigned attorney certifies that he has read the foregoing instrument, that to the best of his knowledge, information, and belief, formed after reasonable inquiry, it is well grounded in fact and is warranted by existing law or a good-faith argument for the extension, modification, or reversal of existing law, and that it is not interposed for any improper purpose, such as to harass or to cause unnecessary delay or needless increase in the cost of litigation.

/s/ Walter P. Maksym, Jr.

Walter P. Maksym, Jr.
Attorney at Law
2056 N. Lincoln Avenue
Chicago, IL 60614-4525
Telephone: (312) 218-4475
e-mail: wmaksym@gmail.com

GROUP EXHIBIT "A"

Service Order: 00815-966844953 12/02/2011



CLARK STIL
2650 N CLARK ST
CHICAGO, IL 60614-1523

Customer Information:

WALTER MAKSYM
2056 N Lincoln Ave
Chicago, IL 60614
Primary Phone: (773) 929-2923
Alternate Phone:

Product Information:

Product Type: Desktop Compute
Model: Subclass 345
SKU: 7850
BTP Number:

Brand: Best Buy
Serial #: W8742CF6X92
Date Of Purchase: 01/01/1901
Labor/Parts Coverage: COD COD
Labor/Parts End Date:
BTP Expiration Date:
Deposit Expected: \$0.00
Estimated Completion Date: 12/31/2011
Est. Approval: \$379.97 ☐

Condition: Other (specify)
superficial scuffs

Accessories:

AC Adapter & Battery, CL will drop off Lacie drive for backup

Symptoms:

Unit has bad folder error. Checking in for unlimited backup then diag and install new hdd under Seagate warranty EXPEDITE. MR 6093999

Service Order Disclaimer

I authorize Best Buy/Geek Squad ("Best Buy") to:

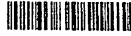
1. Perform the services requested on my product/products ("product") and I grant access to my product data and information for such purpose
2. Repair all apparent defects identified by Best Buy on my product.
3. Use new or rebuilt replacement parts that perform to the factory operational specifications of the product.
4. Install software (accepting End User License Agreements on my behalf), utilize remote access and/or send my product to a regional service center, vendor, or third party service, which may be out of state, in order to complete the service on my product.
5. Notify me for approval of all service that will exceed the minimum approved amount stated on the service order before my product is repaired and to return the unrepaired product to the drop off location if I do not approve such repair.
6. Strive to meet the Estimated Completion Date, although Best Buy may change that date.
7. NOT back up any data on my product unless I specifically request Best Buy to do so for an applicable fee PRIOR to the performance of any service.
8. Notify me when the service on my product has been completed
9. Correct, for no additional charge, any defects in workmanship of the repair services for hardware (excluding virus/spyware removal or software repairs) within 30 days from the date of pick up.

I agree to/or that:

1. Refer to the terms and conditions of my product warranty or service contract for information about coverage and applicable charges.
2. Pay a non-refundable deposit on service/estimates not discernable as covered (including diagnostic and other charges) under a product warranty or service contract. The deposit is refunded if the service/estimate is covered. The deposit is applied to the cost if the service/estimate is not covered.
3. Pay, without being notified, up to the minimum approved amount stated on the service order.
4. Pay for services (including parts and labor) I request if not covered by a product warranty or service contract.
5. Present either this service form or a government-issued photo ID when picking up my product.
6. Waive any claims regarding physical damage of my product if I do not report them at the time of pick up/delivery.
7. Best Buy may dispose of my product if I do not pick my product up within 30 days of being notified by Best Buy that service on the product has been completed and, in the case of disposal, I waive any claims to my product, including all data and information on my product.
8. I am on notice that any product containing child pornography will be turned over to the authorities.
9. PRIOR TO DELIVERING MY PRODUCT TO BEST BUY FOR SERVICE IT IS MY RESPONSIBILITY (1) TO BACK UP DATA ON IT AND (2) REMOVE ALL MEDIA AND STORED CONTENT FROM MY PRODUCT.
10. WAIVE ANY DATA LOSS OR MEDIA LOSS CLAIMS, WHETHER OR NOT I HAVE REQUESTED BEST BUY TO BACK UP MY DATA, AGAINST BEST BUY AS UNDER NO CIRCUMSTANCES SHALL THEY BE LIABLE FOR ANY LOSS, ALTERATION OR CORRUPTION OF ANY DATA, OR LOSS OF ANY MEDIA FROM MY PRODUCT
11. Waive any consequential or incidental damages against Best Buy that may occur as a result of this service.
12. I verify that I have read and agreed to the terms of this Service Order Disclaimer and that the name, address and phone number listed above in the Customer Information Section is accurate.

in att

Service Order: 00815-966844953 12/02/2011



Service Location
CLARK ST IL
2650 N CLARK ST
CHICAGO, IL 60614-1523

Customer Information:

Walter Maksym
2056 N Lincoln Ave
Chicago, IL 60614
Primary Phone: (773) 929-2923
Alternate Phone:

Product Information:

Product Type: Desktop Computers
Model: Subclass 345
SKU: 7850
BTP Expiration Date:
BTP Number:
Est. Approval: \$379.97

Brand: Best Buy
Serial #: W8742CF6X92
Date Of Purchase: 01/01/1901
Labor/Parts: COD COD
Labor/Parts End:
Deposit Expected: \$0.00
Estimated Completion Date: 12/31/2011

Accessories:

AC Adapter & Battery, CL will drop off Lacie drive for backup

Condition: Other (specify)
superficial scuffs

Symptoms:

Unit has bad folder error. Checking in for unlimited backup then diag and install new hdd under Seagate warranty. EXPEDITE. MR 6093999

Repair Comments:**Parts Replaced:**

Qty	Part Number	Description	Price Each	Total
			Total Labor:	\$0.00
			Total Parts:	\$0.00
			Sales Tax:	\$0.00
			Total Repair Cost:	\$0.00
			Deposit:	\$0.00
			Additional Payments:	\$0.00
			Adjustment:	\$0.00
			Balance Due:	\$0

I, Walter Maksym, Recognize that repairs have been performed in a manner that is satisfactory to me.

Customer Signature: _____

Date: _____

Employee Signature: _____

Date: _____

An estimate as required (Section 9844 of the California Business and Professions Code) for repairs shall be given to the customer by the service dealer in writing, and the service dealer may not charge for work done or parts supplied in excess of the estimate without prior consent of the customer. Where provided in writing, the service dealer may charge a reasonable fee for services provided in determining the nature of the malfunction in preparation of a written estimate for repair. For information contact the Bureau of Electronic and Appliance Repair, Department of Consumer Affairs, Sacramento 95814

Geek Squad values your feedback!
Please take our brief survey and enter for a chance to win our survey sweepstakes!

Visit : <http://www.geeksquadcares.com>
And enter the following code: 00815-966844953

No purchase necessary. For complete details, including entry deadline, eligibility requirements and instructions on how to enter without purchase see Official Rules. Void where prohibited. Subject to complete Official Rules available at www.geeksquadcares.com or in participating Best Buy Stores.

Walter
Maksym
7/12

WELCOME TO BEST BUY #815
CHICAGO, IL 60614
(773)388-2920

Keep your receipt!



Val # 1600-5376-8309-1267

0815 085 6517 12/02/11 19:18 00609399

9244711	DATA BACKUP	99.99 N
	DATA BACKUP OR TRANSFER	
1856593	DIAGNOSTIC	69.99 N
	DIAGNOSTIC	
9834374	ADD-ON BACK	59.99 N
	ADD-ON BACKUP OR TRANSFER	
8844799	IN STORE EX	150.00 N
	IN STORE EXPRESS REPAIR	
5426693	RZ CARD	0.00 N
	REWARD ZONE CARD	
	MEMBER ID 2581142643	

	SUBTOTAL	379.97
	SALES TAX AMOUNT	0.00
	TOTAL	379.97

XXXXXXXXXX DEBIT 379.97
WALTER P MAKSYM JR
APPROVAL 860383
REFERENCE NUMBER: 0815085

WELCOME TO BEST BUY #815
CHICAGO, IL 60614
(773)388-2920

Keep your receipt!



Val # 1605-8603-1957-4786

0815 085 6696 12/06/11 18:56 00609399

9326428	51905003N3A	109.99
	500GB INTERNAL 2.5" SATA	
	ITEM TAX 10.71	
5426693	RZ CARD	0.00 N
	REWARD ZONE CARD	
	MEMBER ID 2581142643	

	SUBTOTAL	109.99
	SALES TAX AMOUNT	10.71
	TOTAL	120.70

XXXXXXXXXX DEBIT 120.70
WALTER P MAKSYM JR
APPROVAL 960794
REFERENCE NUMBER: 0815085



Please retain this document for your records.

07-Dec-11

Apple Store Lincoln Park
Tel: 312-777-4200

Genius Bar Work Authorization



Repair No: R57266254

Product Information

Warranty Status : Out of Warranty(OW)
Model : MACBOOK PRO (15-INCH
2.4/2.2GHZ)
Date of Purchase: 22-Feb-08
Serial No : W8742CF6X92



Customer Information

WALTER P MAKSYM JR
Daytime Phone : 3122154475
Evening Phone :
Email Address : onenovote@aol.com

Problem Description/Diagnosis

OS Needed to be updated to i0.6 after best buy hard drive replacement they put i0.5 when customer owned i0.6.
Customer will be contacting AppleCare regarding Xcode previous purchase.
Employee 281005690

Repair Estimate

Item Number	Description	Price	Amount Due
		\$ 0.00	\$ 0.00
Total (Tax not included)		\$ 0.00	\$ 0.00

By signing below, I agree that:

- the Repair Terms and Conditions on the reverse side of this page will apply to the service of the product identified above;
- Apple is not responsible for any loss, corruption, or breach of the data on my product during service; and
- as loss of data may occur as a result of the service, it is my responsibility to make a backup copy of my data before bringing my product to Apple for service;
- goods presented for repair may be replaced by refurbished goods of the same type rather than being repaired. Refurbished parts may be used to repair the goods.

Customer Name: _____
Signature: _____

Received By: _____
Date: _____

Important! See Terms and Conditions on the back.
800-APL-CARE, www.apple.com/support

EXHIBIT "B"

IN THE UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT OF ILLINOIS
EASTERN DIVISION

TONY KOLE, et. al.,)	
	)	Civil Case No: 1:11-cv-03871
Plaintiffs,)	
	)	Hon. Charles R. Norgle, Sr.
v.	)	U.S. District Judge
)	
VILLAGE OF NORRIDGE, et. al.,	)	Hon. Morton Denlow
	)	U.S. Magistrate Judge
Defendants.)	

AGREED ORDER

This cause coming on to be heard pursuant to notice on Plaintiffs' Unopposed Motion to Enlarge Time and for Leave to File Plaintiff's Memorandum of Law in Opposition to Defendants' Motion to Dismiss Amended Complaint, with this Court being fully advised in the premises:

IT IS ORDERED:

1. Plaintiffs' Unopposed Motion to Enlarge Time and for Leave to File Plaintiff's Memorandum of Law in Opposition to Defendants' Motion to Dismiss Amended Complaint be and is hereby granted.

2. The time within which Plaintiffs may file their Memorandum of Law in Opposition to Defendants' Motion to Dismiss Amended Complaint and an Amended Notice of Filing is hereby extended to and leave is given to file them on or before January 4, 2012; and Defendants may file their reply thereto on or before January 25, 2012.

Entered this ____ day of December 2011 at Chicago Illinois.

E
N
T
E
R

Hon. Charles R. Norgle, Sr.
U.S. District Judge

Walter P. Maksym
Attorney for Plaintiffs
2056 N. Lincoln Avenue
Chicago, IL 60614-4525
Telephone: 312-218-4475
email: wmaksym@gmail.com